



**PRIVATE & CONFIDENTIAL**

December 18, 2008

Summit Accommodators, Inc.  
C/O Ms. Susan Ford  
Sussman Shank LLP  
1000 SW Broadway  
Suite 1400  
Portland, Oregon 97205

Re: Retention of Obsidian Finance Group, LLC

Dear Sirs:

**1. Introduction**

This letter confirms that Obsidian Finance Group, LLC ("Obsidian"), has been retained by Summit Accommodators, Inc. (the "Company") to provide certain financial, advisory and consulting services (the "Services") to the Company. The scope of our services is set out below. As used herein, "you," "your" and related terms will refer to the Company; "we," "ours" and "us" and related terms will refer to Obsidian.

We understand that a Chief Restructuring Officer ("CRO") will be appointed for the Company and that the CRO will have full authority to make decisions on behalf of the Company.

This letter of engagement (the "Engagement") and the attached Schedules A and B constitute the entire engagement agreement (the "Agreement") pursuant to which such Services will be provided.

**2. Scope of Services**

The scope of services to be performed will be related to assisting the Company in its restructuring efforts and other services that the Company requests from time to time. The Services, which are more fully outlined on Schedule A, are subject to change by mutual agreement.

Obsidian is engaged by the Company to provide financial advisory and consulting services only. Accordingly, while Obsidian may from time to time suggest options that

may be available to the Company and further give its professional evaluation of these options, the ultimate decision as to which, if any, of these options to implement rests with the Company.

### **3. Fees and Expenses**

As compensation for providing Services hereunder, the Company shall pay Obsidian professional fees based on an hourly rate schedule and the level of staff required to complete our Services plus reasonable out-of-pocket expenses.

Our current hourly rate schedule is set forth on Schedule B.

Company agrees to pay to Obsidian a retainer of \$100,000 to be credited to the professional fees and expenses to be incurred by the Company under this Engagement. The retainer will be paid immediately on execution of Agreement. It is refundable to the extent not required to pay professional fees and expenses.

Obsidian has discussed with you the possibility of modifying our fee arrangement from one based on hourly rates to an alternative arrangement where, for example, Obsidian would agree to reduce their hourly rates by a percentage in exchange for a success fee based on the achievement of planned objectives. At this time we are unable to determine if an alternative fee arrangement is appropriate. We will discuss this concept with you as the engagement progresses.

Our hourly rates are adjusted from time to time. You will be informed in advance of the effective date of such new rates. Obsidian services will be charged at the rates that are in effect at the time the services are rendered.

The Company agrees to reimburse Obsidian for reasonable out-of-pocket expenses that are likely to be incurred on the Company's behalf during this Engagement, including, but not limited to, airfare, meals and hotel accommodations and other similar costs and expenses all in accordance with the limitations on such expenses under the U.S. Trustee Guidelines. Obsidian will not charge any markup, overhead, profit or other fees on the reimbursable expenses. Expenses will be billed in conjunction with our monthly professional fee statements.

### **4. Limitations on Services**

While Obsidian's employees are professionals – including attorneys and certified public accountants – Obsidian is not a law firm or accounting firm and it does not give legal, tax or accounting advice. Clients of Obsidian and companies transacting with Obsidian are responsible for providing all necessary legal, tax and accounting advice. Obsidian's principals and employees will expect to work closely with those professionals.

## **5. Conflicts of Interest**

To the best of our knowledge based on the information available to us, Obsidian has not been engaged to represent any other client related to the Company.

Obsidian is not aware of any conflicts of interest or additional relationships that we believe would preclude us from performing the Services. We will not accept a new engagement that directly conflicts with this Engagement without the prior written consent of the Company. We advise you that Obsidian may provide professional services to the financial institutions, investment funds or related entities, which may hold, or have held, the obligations of the Company. By signing this Agreement, the Company waives any conflict in respect thereof.

## **6. Indemnification**

Company will, to the extent allowable by law, indemnify Obsidian, its owners, employees, contractors and agents against any and all claims arising out of, connected with or related to the services performed under this letter, whether or not such claims are attributable in whole or in part to negligence by Obsidian, except to the extent the liability was caused by the grossly negligent or willful acts or omissions of Obsidian employees, contractors or agents in performing the services, each as finally adjudicated by a court of law.

If Obsidian is called on to render services directly or indirectly relating to the subject matter of this Agreement beyond the services contemplated above, (including, but not limited to, producing of documents, answering interrogatories, giving depositions, giving expert or other testimony, whether by agreement, subpoena or otherwise), Company shall pay our then-current hourly rates for the staff members and professionals involved for the time expended in rendering such services, including, but not limited to, time for meetings, conferences, preparation and travel, and all related costs and expenses, and the reasonable legal fees and expenses of our counsel.

In no event will Obsidian or any of its members, employees, agents, attorneys or representatives (together the "Obsidian Group") be liable for any claim asserted against you. Obsidian will be liable only for the performance of such duties and obligations as are specifically set forth in this Agreement, and no member of the Obsidian Group will be liable for any error of judgment made in good faith, or with respect to any action taken or omitted to be taken in good faith, unless the member of the Obsidian Group was reckless. Obsidian and the members of the Obsidian Group will not be liable for any losses or damages caused in connection with the performance of Obsidian under this Agreement, other than losses which are a direct result of recklessness or willful misconduct of Obsidian or such member of the Obsidian Group. The members of Obsidian and the Obsidian Group will have no personal liability under this Agreement or by reason of

providing services thereunder, except as provided by law. The liability of Obsidian and the Obsidian Group for any matter related to this Agreement shall be limited to the amount received by Obsidian for its services rendered pursuant to this Agreement and claims may be asserted against Obsidian or the Obsidian Group in connection with this Agreement only by you.

#### **7. Termination/Assignment**

The Company may terminate this Agreement for whatever reason on written notice to us. On receipt of such notice, Obsidian will stop all work immediately but the Company will be responsible for all fees and expenses incurred by Obsidian through the date the notice is received.

The terms of the Engagement that by their context are intended to be performed after termination or expiration of this Agreement, including but not limited to Sections 3 and 6 of the Engagement letter, are intended to survive such termination or expiration and shall continue to bind all parties.

This Agreement shall inure to the benefit of the parties and their successors and permitted assigns. Neither party may assign this Agreement, in whole or in part, without the prior written consent of the other. Any attempt to make such an assignment shall be void.

This Agreement is made solely for the benefit of the parties hereto, and no third party shall acquire any claim against Obsidian as a result of this Agreement.

#### **8. Acknowledgement and Acceptance**

Please acknowledge your acceptance of the terms of this Agreement by signing the confirmation below and returning a copy to us at:

Obsidian Finance Group, LLC  
10260 SW Greenburg Road  
Suite 1150  
Portland, Oregon 97223

If you have any questions regarding this letter or Schedules A and B, please do not hesitate to contact me at (503) 542-8870.

Sincerely,

OBSIDIAN FINANCE GROUP, LLC

By: Kevin Padrick *KLP*  
Kevin Padrick

Senior Principal

Schedule A – Services  
Schedule B – Hourly Rates

**Confirmation of Terms of Engagement**

Summit Accommodators Inc. agrees to engage Obsidian Finance Group, LLC on the terms set forth herein.

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Name & Title

Date

## **SCHEDULE A**

### **Services**

Assist the Company in:

- Evaluating the assets and liabilities of the Company;
- Analyzing and reviewing the financial and operating statements of the Company;
- Analyzing the business plans and forecasts of the Company;
- Development of restructuring alternatives including tax aspects and implications on various constituents;
- Review and discussion of the potential risks and benefits of various alternatives;
- Development of strategies to mitigate the potential damages arising from incomplete IRC Section 1031 exchanges for Company customers;
- Identification of alternatives to optimize liquidation of real estate which we understand will be available to satisfy potential claims in the bankruptcy;
- Implementing critical restructuring alternatives;
- Preparation, analysis and explanation of the Plan of Reorganization and Disclosure Statement to various constituencies; and
- Other tasks that are necessary or appropriate as requested by the Company in connection with the Chapter 11 bankruptcy case.

December 18, 2008  
Schedule B

**SCHEDULE B**

**Hourly Rates**

<b><u>Position</u></b>	<b><u>Rate</u></b>
Senior Principals	\$ 600
Managing Directors	\$ 450
Vice Presidents	\$ 450
Assistant Vice Presidents	\$ 400
Associates	\$ 300
Project Analysts	\$ 200 to 300
Analysts	\$ 250
Administrative	\$ 100 to 125